



NAILAH K. BYRD
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Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed: COMPLAINT
July 1, 2022 15:10

By: MATHEW E. DONEY 0093845

Confirmation Nbr. 2591929

NATIONS LENDING CORPORATION

CV 22 965659

vs.

CHRISTOPHER PATILLE

Judge: MICHAEL J. RUSSO

Pages Filed: 8

EXHIBIT
A

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

NATIONS LENDING CORPORATION)	Case No. _____
4 Summit Park Drive, Suite 200)	
Independence, Ohio, 44131)	Judge _____
)	
Plaintiff,)	
)	
v.)	<u>COMPLAINT</u>
)	
CHRISTOPHER PATILLE)	
326 Theodora Way)	
Newark, DE 19713-3048)	
)	
ALSO SERVE AT:)	
)	
CHRISTOPHER PATILLE)	
102 Stonehaven Drive,)	
West Grove, PA 19390)	
)	
Defendant.)	

Plaintiff, Nations Lending Corporation (“NLC”), by and through undersigned counsel, hereby submits its Complaint against Christopher Patille (“Patille”) as follows:

JURISDICTION AND PARTIES

1. NLC is an Ohio corporation with a statutorily registered place of business at 4400 Easton Commons Way, Suite 125, Columbus, OH 43219.
2. The corporate headquarters of NLC are located at 4 Summit Park Drive, #200, Independence, OH 44131 (“NLC HQ”).
3. Patille is an individual and former employee of NLC, who resides at 102 Stonehaven Drive, West Grove, PA 19390 and/or 326 Theodora Way, Newark, DE 19713-3048.
4. The claims herein are based upon a business relationship which originated, in part, at NLC HQ in Cuyahoga County, Ohio.

5. Venue is properly vested in this Court as Patille conducted activity related to NLC's claims for relief in Cuyahoga County. *See* Civ.R. 3(C)(3) and (6).

GENERAL ALLEGATIONS

6. In or around May and June of 2021, NLC and Patille engaged in discussions and negotiations about entering into a business relationship.

7. Part of those discussions and negotiations occurred in-person by all relevant parties, including Patille, at NLC HQ in Independence, OH.

8. Other parts of the discussions and negotiations occurred via video wherein representatives of NLC were located at NLC HQ in Independence, OH.

9. On June 15, 2021, NLC and Patille executed an agreement stating, in pertinent part, "Employee will receive sign-on bonus in the amount of \$200,000.00 paid in 2 installments of \$100,000.00 payable on august 26, 2021 and sept 10, 2021. **The sign-on bonus is recoverable up to 24-months after hire should you leave Nations Lending for any reason.**" (*See* Exhibit 1, "Agreement." Emphasis added.)

10. On May 19, 2022 Patille resigned from NLC.

11. Despite Patille's decision to end his employment with NLC after only 11 months with NLC, he has refused to return the \$200,000 signing bonus as set forth in the parties' Agreement.

COUNT I **(Breach of Contract)**

12. NLC realleges and incorporates each allegation of this *Complaint* as though fully rewritten herein.

13. The Agreement is a valid and binding contract between NLC and Patille as it pertains to the signing bonus, its vesting, and its clawback.

14. NLC fully complied with all its obligations under the Agreement.

15. Patille breached the Agreement by ending his employment with NLC prior to the agreed upon 24-month timeframe, and thereafter failing to return the conditional \$200,000.00 bonus payment.

16. As a direct and proximate result of the foregoing, NLC sustained damages in excess of \$25,000.00, with the exact sum to be determined by the Court.

COUNT II
(Promissory Estoppel)

17. NLC realleges and incorporates each allegation of this *Complaint* as though fully rewritten herein.

18. Patille agreed to repay the conditional \$200,000.00 bonus payment in the event he was employed by NLC for less than 24-months.

19. NLC relied on Patille's promise in tendering the conditional \$200,000.00 bonus payment to Patille.

20. NLC's reliance was reasonable and/or foreseeable under the circumstances.

21. NLC relied upon Patille's promise to its detriment.

22. NLC suffered injury, harm, and damages as a result of their reliance on Patille's promise.

23. As a direct and proximate result of the foregoing, NLC sustained damages in excess of \$25,000.00, with the exact sum to be determined by the Court.

COUNT III
(Unjust Enrichment)

24. NLC realleges and incorporates each allegation of this *Complaint* as though fully rewritten herein.

25. NLC conferred benefits upon Patille by virtue of providing him with a conditional \$200,000.00 signing bonus.

26. Patille benefitted and continues to benefit from the conditional \$200,000.00 signing bonus NLC provided to Patille.

27. Patille knew of the benefits NLC bestowed upon Patille, and retained those benefits.

28. Despite Patille's retention of the signing bonus, Patille failed to remain employed with NLC for 24-months.

29. It would be unjust and unconscionable to permit Patille to retain the benefits conferred upon them by NLC without repayment to NLC.

30. As a direct and proximate result of the foregoing, NLC sustained damages in excess of \$25,000.00, with the exact sum to be determined by the Court.

COUNT IV
(Injunctive Relief)

31. NLC realleges and incorporates each allegation of this *Complaint* as though fully rewritten herein.

32. Patille's failure to return the conditional \$200,000.00 bonus payment constitutes a violation of the Agreement. Therefore, there is a substantial likelihood that NLC will prevail on the merits of the claims set forth above.

33. Patille should be enjoined from selling, transferring, disposing of, assigning, liquidating, or placing any encumbrance on any of his personal assets until such time as the conditional \$200,000.00 bonus payment is returned to NLC.

34. NLC will suffer irreparable harm if preliminary and permanent injunctive relief is not granted, which would prevent the sale, transfer, disposition, assignment, liquidation, or encumbrance of Patille's personal assets during the pendency of this action.

35. The potential harm to NLC greatly outweighs any harm to Patille by granting NLC's request for injunctive relief. Furthermore, granting injunctive relief will not harm or impact the rights of any third parties.

36. It is also in the public interest to protect the property rights of parties like NLC, which has an undisputable claim to the \$200,000 contingent bonus paid to Patille.

37. NLC is therefore entitled to preliminary and permanent injunctive relief enjoining Patille from liquidating any assets until NLC is repaid in full.

WHEREFORE, NLC respectfully request judgment against Patille as follows:

- A. On Counts I, II, and/or III: compensatory damages in excess of \$25,000.00, with the exact sum to be determined by the Court.
- B. On Count IV: that the Court enter a Preliminary and Permanent Injunction precluding Patille from liquidating any of his assets until such time as NLC is repaid the conditional \$200,000.00 bonus payment; enforcing the Agreement, and thereby enjoining Buyers from releasing, and Wood from acquiring, the APA.
- C. The costs of this action; and
- D. Such further relief as this Court deems just and equitable on any claim against Patille.

Respectfully submitted,

/s/ Mathew E. Doney

Jeffrey C. Miller (0068882)

Kyle A. Johnson (0091050)

Mathew E. Doney (0093845)

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Counsel for Plaintiff,

National Lending Corporation

INSTRUCTIONS TO THE CLERK

Please issue service of the Summons and Complaint by certified mail, return receipt requested, upon the Defendant at the address listed in the caption of the Complaint.

/s/ Mathew E. Doney

Counsel for Plaintiff,

National Lending Corporation

4865-6307-5879, v. 1



June 15, 2021

Personal & Confidential

Chris Patille

Dear Chris:

Congratulations! We are pleased to offer you the position of **Producing Branch Manager**. We are excited about the contribution you will make to Nations Lending and the personal success you will achieve. **Your tentative start is August 9, 2021.**

This offer is contingent on successfully completing a background check, completing and returning to Human Resources your new-hire and onboarding docs. This offer letter does not constitute an employment contract and is not a guarantee of future employment. By signing below, you agree that employment will be on an at-will basis, meaning that either Nations Lending or you remain free to end our employment relationship at any time, for any reason.

Your proposed compensation is as follows:

Salary: \$50,000.00 annually; paid semi-monthly.

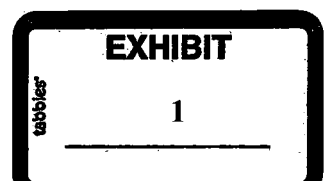
Bonus: Employee will receive sign-on bonus in the amount of \$200,000.00 paid in 2 installments of \$100,000.00 payable on August 26, 2021 and Sept 10, 2021. The sign-on bonus is recoverable up to 24-months after hire should you leave Nations Lending for any reason.

Commissions: 100 bps Self-Sourced Production; 100 bps Company-Sourced Leads; 100 bps Bonded/Broker Loans; 100 bps Reverse Mortgage Loans; 100 bps "Other" Loan Types.

Overrides: 10 bps commissionable overrides on all funded loans in branch, eligible to begin 90-days after hire date.

Nations Lending acknowledges the importance of the health and wellness of its Associates and offers a comprehensive benefits program to all full-time equivalent employees. You will be eligible to participate in the Nations Lending group benefit plan beginning 30 days after the 1st of the month following your date of hire. Enrollment information will be provided in your new hire docs via email. For questions regarding your company benefits, contact the Benefits Solutions Center at 844.230.8472 or bac.mybenefits@ajg.com.

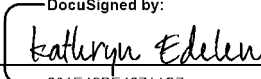

Please indicate your formal acceptance of this offer by electronically signing below. We look forward to your early acceptance of this offer. We request your assistance in expediting your hire and onboarding by completing the new hire docs as soon as possible.





Chris, we are delighted to extend this offer and look forward to you joining Nations Lending!

Sincerely,

<div>DocuSigned by:  601E42BE42714C7...</div>	6/16/2021 11:33	<div>DocuSigned by:  2DC1FE7A22CB426...</div>	6/29/2021 1:34 PM PDT
Kathryn Edelen, Regional Sales Manager	DATE	Chris Patille	DATE



Date Produced: 10/31/2022

CERTIFIED MAIL SOLUTIONS INC.:

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